

BOYD, C., }
FERGUSON, J. }

[May 21.]

LEA v. LAING.

Security for costs—Rule 1243—Costs of former action unpaid—Solicitor—Want of authority.

Upon an application by the defendant under Rule 1243 for security for costs, upon the ground that the costs of a former action brought against him by the same plaintiff for the same cause, and discontinued, remained unpaid, the plaintiff contended that the former action, though brought by a solicitor in his name, was brought without his authority.

Held, that there should be no discussion as to the incidence of the costs of a prior action, known to the plaintiff, when the proper steps to get rid of these costs have not been taken by the plaintiff, prior to the launching of the second action.

N. F. Davidson, for the plaintiff.

Aylesworth, Q.C., and *F. J. Travers*, for the defendant.

MEREDITH, C.J., }
ROSE, J. }

[June 16.]

IN RE TORONTO, HAMILTON AND BUFFALO R. W. CO AND HENDRIE.

Appeal—Divisional Court—Railway Act—Order of judge—Persona designata.

A judge making an order under sec. 165 of the Dominion Railway Act, 51 Vict., c. 29, for payment out of Court of compensation moneys, acts, not for the Court, but as persona designata by the statute; and no appeal to a Divisional Court lies from his order.

Canadian Pacific R. W. Co. v. Little Seminary of Ste. Therese, 16 S.C.R. 606, followed.

E. Martin, Q.C., for the land-owners.

D'Arcy Tate, for the railway company.

MEREDITH, C.J., }
ROSE, J. }

[June 16.]

QUEEN v. SIMPSON.

Pharmacy Act—Keeping open shop—Unregistered druggist—R.S.O. c. 151.

The defendant being owner of a large departmental store was charged and convicted under R.S.O. c. 151, sec. 24, for keeping open shop for retailing, dispensing and compounding poisons contrary to R.S.O. c. 151, sec. 24. It appeared that part of his store was set apart for the drug department and was under the management and control of one Lusk, a duly qualified and certified chemist registered under the Pharmacy Act, who dispensed the drugs, giving bills for the same on which the defendant's name was printed, and on some of which his own name was also printed with the word "druggist" under it. The defendant was never inside of the drug department nor interfered with the conduct of the business. Lusk purchased all the drugs on his own judgment, but with the defendant's money, who received the proceeds, Lusk receiving a certain portion for his remuneration under agreement with the defendant.